

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA  
AT HUNTINGTON

TRANSCRIPT OF PROCEEDINGS

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IN RE: AMERICAN MEDICAL : CASE NO. 2:12-MD-2325  
SYSTEMS, INC., PELVIC REPAIR :  
SYSTEMS PRODUCTS LIABILITY :  
:  
vs. :  
:  
DANIEL CHRISTENSEN, MEDSTAR : October 10, 2013  
FUNDING, LC, :  
:  
Subpoenaed Parties. :  
:  
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MOTIONS HEARING

BEFORE THE HONORABLE CHERYL A. EIFERT  
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For the Subpoenaed Parties:

MR. JAMES S. CROCKETT, JR.  
MR. ALEXANDER MACIA  
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EXHIBIT

A

tabbed

APPEARANCES (Continued) :

For American Medical Systems, Inc:

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**MS. RACHEL B. WEIL**  
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For Plaintiffs:

**MR. HENRY G. GARRARD, III**  
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Court Reporter: Lisa A. Cook, RPR-RMR-CRR-FCRR

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1 have actually been, been -- that we have sold or have been  
2 paid for. I don't know how -- in the nine I can't tell you  
3 if there are any in there, Judge. I wish I could.

4 THE COURT: Uh-huh.

5 MR. CROCKETT: But those are just as sensitive as  
6 the contracts that show the financials.

7 THE COURT: Well, I would, I would assume some  
8 portion of those contracts would be disclosable to AMS.  
9 They -- they're not, as I understand it, interested in how  
10 he prices his receivables or what percentage he pays and  
11 what he gets in return and what -- I -- as I understood it,  
12 you're not that interested --

13 MS. BINIS: Not at this stage, Your Honor. I do  
14 not know if that would become relevant later, but I'm happy  
15 to have that part redacted at the moment.

16 MS. WEIL: Your Honor, --

17 THE COURT: Yes.

18 MS. WEIL: -- another point that may or may not  
19 make Mr. Christensen more comfortable with disclosing things  
20 to us -- and Ms. Eskin can speak to this. Your Honor will  
21 recall that when the plaintiffs withdrew their motion to  
22 quash, they raised concerns about privacy. And I think Ms.  
23 Eskin is going to talk about this later.

24 But we have had a conversation and we are working out  
25 an agreement which is very similar to one we -- to which we

1 stipulated affecting documents that plaintiffs obtained  
2 pursuant to their third-party subpoena.

3 THE COURT: Uh-huh.

4 MS. WEIL: And what that -- what -- plaintiffs are  
5 going to be allowed to designate documents confidential or  
6 highly confidential under this agreement, just as we are now  
7 under PTO 76, for documents that come from our contractors  
8 to them, and that we all are under PTO 13.

9 And we would be happy to talk about some sort of a  
10 confidentiality agreement whereby the, Mr. Christensen could  
11 execute an agreement with us which would allow them to  
12 designate the documents confidential or highly confidential  
13 and, therefore, limit the use that could be made of them.  
14 Most particularly, they couldn't be used outside this  
15 litigation.

16 And, so, the idea that they would be disclosed to  
17 competitors and would have an anti-competitive effect would  
18 hopefully be ameliorated.

19 MR. CROCKETT: I don't think that the litigation  
20 forms the parameters of what is confidential to my client.  
21 It's -- the business world --

22 THE COURT: Uh-huh.

23 MR. CROCKETT: -- is his problem. I propose --  
24 what I would propose to do is to get the documents that  
25 there isn't a problem with first.